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Tarrant County Texas

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*Suzanne Henderson*

**NOTICE OF CONFIDENTIALITY RIGHTS:** IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**AMENDMENT TO OIL AND GAS LEASE**

Reference is hereby made to that certain City Secretary Contract Number 36499 an Oil and Gas Lease (hereinafter referred to as "Lease") dated the 29<sup>th</sup> day of November, 2007 and between **City of Fort Worth**, as Lessor, and **Fort Worth Energy** as Lessee, whose address is 601 West Magnolia, Fort Worth, Texas 76104 such lease is recorded in Document Number D208011016 of the Public Records of Tarrant County, Texas covering the following described lands located in Tarrant County, Texas, to wit:

**.5510 of an acre of land, more or less as described in Exhibit A attached to said Lease.**

**WHEREAS**, the lease and all rights and privileges of the tract described herein is now owned and held by XTO Energy Inc., a Delaware corporation, as shown in the Assignment Of Leases dated March 14, 2008, from Fort Worth Energy Company, LLC, a Texas limited liability company, and Fort Worth Energy Company, LLC d/b/a Fort Worth Energy, LP ("Assignor"), to XTO Energy Inc., a Delaware corporation ("Assignee"), as recorded at Document No. D208093001, Official Public Records, Tarrant County, Texas.

**AND WHEREAS**, it is the desire of said Lessor and Assignee to amend said Lease in order to amend Paragraph 5 in the Lease regarding pooling in its entirety.

**NOW THEREFORE**, the undersigned do hereby amend Paragraph 5 as written in the Lease in its entirety and replace with the following language:

5.

**POOLING**

Lessee, upon the prior written consent of Lessor which shall not be unreasonably withheld, is hereby given the right to pool or combine the acreage covered by this Lease or any portion thereof as to oil and gas, or either of them with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when it is necessary or advisable to do so in order to properly explore, or develop, produce and operate said leased premises in compliance with the spacing rules of the appropriate lawful authority, or when to do so would promote the conservation of oil and gas in and under and that may be produced from said premises. In the absence of field rules, units pooled for oil and gas hereunder shall not exceed the acreage provided for retained acreage tracts in Section 7. Lessee, under the provisions hereof, may pool or combine acreage covered by this Lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the Lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this Lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing the pooled acreage as a pooled unit. In this regard, Lessee shall provide Lessor with a copy of any and all documents filed with any regulatory authority or recorded in the records of any county within thirty (30) days of filing such documents. Upon the recordation of the unit in the county records the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this Lease, such operations shall be considered as operations for drilling on or production of oil and gas from land covered by this Lease whether or not the well or wells be located on the premises covered by this

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Lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of this Lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, there shall be allocated to the land covered by this Lease and included in said unit (or to each separate tract within the unit if this Lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be on oil and gas, or either of them, so allocated to the land covered by this Lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from this Lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from this Lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this Lease. If this Lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this Lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as provided above. As used in this paragraph, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

All other terms and conditions of City Secretary Contract No. 36499 recorded in Document Number D208011016 of the Public Records of Tarrant County, Texas which are not amended herein, shall remain in full force and effect throughout the term of the Lease.

**NOW THEREFORE IN CONSDERATION** of the above and the receipt to valuable and adequate consideration, the undersigned do hereby ratify, adopt and confirm said Lease as hereby amended, as a valid and subsisting Lease and the undersigned Lessor does hereby grant, demise, lease and let unto **XTO Energy, Inc.** the present owner of said Lease, the premises described above, subject to and in accordance with all of the terms and provisions of said Lease as hereby amended.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

EXECUTED the 17 day of July, 2009, but for all purposes effective  
November 29, 2007

Lessor:  
**CITY OF FORT WORTH**

By: M. Hendrix  
Assistant City Manager

Lessee:  
**XTO Energy, Inc.**

By: Edwin S. Ryan, Jr.  
Title: Sr. VP-Land Administration

ATTEST:

Sarah J. Richardson

APPROVED AS TO FORM AND LEGALITY:

By: 6/30/09

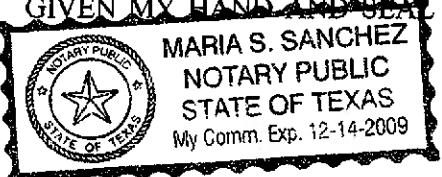
Attested by:

Marty Hendrix  
Marty Hendrix, City Secretary

STATE OF TEXAS §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Fernando Costa known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Fort Worth and that he executed the same as the act of said City of Fort Worth for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN MY HAND AND SEAL OF OFFICE THIS 1st day of July,  
2009.

  
MARIA S. SANCHEZ  
NOTARY PUBLIC  
STATE OF TEXAS  
My Comm. Exp. 12-14-2009

Maria S. Sanchez  
Notary Public State of Texas

My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF TARRANT §

Before me, the undersigned, a Notary Public, on this day, personally appeared Edwin S. Ryan, Jr. of **XTO Energy, Inc**, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that (s)he has executed the same for the purposes and consideration therein expressed.

GIVEN MY HAND AND SEAL OF OFFICE THIS 16<sup>th</sup> day of July,  
2009.

Dorinda C. West  
Notary Public State of Texas

My Commission Expires: 06-22-2011  
Commission Number: 00862389-4

